



JAMES E. MCGREEVEY  
Governor

**State of New Jersey**  
DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PURCHASE BUREAU  
P.O. Box 230  
TRENTON, NJ 08625-0230

JOHN E. MCCORMAC, CPA  
State Treasurer

January 14, 2004

**TO:** All Potential Bidders

**RE:** RFP #: 04-X-35086  
RFP Title: Tower Maintenance

Enclosed please find a complete set of bid documents for the above referenced solicitation.

The following are the key dates for the project:

Date	Time	Event
02/04/04	10:00	<b>Mandatory Pre-Bid Conference</b> (Refer to <a href="#">RFP Section 1.3.3</a> for more information)
02/25/04	2:00 PM	<b>Bid Submission Due Date</b> (Refer to <a href="#">RFP Section 1.3.4</a> for more information)

All questions concerning the RFP contents and the bidding process must be directed to the undersigned.

Sincerely,

Buyer Name: Toni Lello  
Purchase Bureau

E-Mail Address: Toni.Lello@treas.state.nj.us  
Phone: 609-984-6265  
Fax: 609-292-5170

## **ATTENTION VENDORS**

If you are submitting a bid and are not on the Purchase Bureau's Vendor File, visit our website at <http://www.state.nj.us/treasury/purchase/forms/forms.htm/bidders> and either submit a bidders application online or download the application and instructions. If downloading, mail or fax the application to the Purchase Bureau and you will be placed on the bid list. Submitting your application online is preferable because it is easier and will get on the vendor file within a day or so.

If you're already on the Purchase Bureau bid list file and need to change your information, i.e. address change, etc., send a letter on company letterhead signed by a company officer to the Vendor Change Unit of the Purchase Bureau, 33 West State Street, PO Box 230, Trenton, New Jersey, 08625 or fax it to (609) 292-5170. The letter should list the outdated information as well as the corrections, specifying what is to be changed. Make sure you include the entire eleven - digit vendor identification number on the letter.

This does not apply to remit-to addresses. They must be processed through the OMB Vendor Control Unit. Their number is (609) 292-8124.

	<b>STATE OF NEW JERSEY REQUEST FOR PROPOSAL</b>	<b>BID NUMBER: 04-X-35086</b>				
	<b>FOR: Tower Maintenance</b>	TERM CONTRACT #: T-0125 REQUESTING AGENCY: Various				
	ESTIMATED AMOUNT: <u>N/A</u> CONTRACT EFFECTIVE DATE: 03/01/04 CONTRACT EXPIRATION DATE: 02/28/05 COOPERATIVE PURCHASING: Yes SET ASIDE: None.	<b><u>DIRECT QUESTIONS CONCERNING THIS RFP TO:</u></b> BUYER NAME: Toni Lello PHONE NUMBER: 609-984-6265 FAX NUMBER 609-292-5170 E-MAIL ADDRESS: Toni.Lello@treas.state.nj.us				
<b>TO BE COMPLETED BY BIDDER:</b>						
Firm Name: _____		Address: _____ _____				
<p align="center"><b>PURSUANT TO N.J.S.A. 52:34 - 12 AND N.J.A.C. 17:12 - 2.2, PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS WILL BE AUTOMATICALLY REJECTED:</b></p> <ol style="list-style-type: none"> <li><b>PROPOSALS MUST BE RECEIVED AT OR ON BEFORE THE PUBLIC OPENING TIME OF 2 PM ON 02/25/04 AT THE FOLLOWING PLACE: DEPARTMENT OF THE TREASURY, PURCHASE BUREAU, PO BOX-230, 33 WEST STATE STREET, 9TH FLOOR, TRENTON, NEW JERSEY 08625-0230.</b> TELEPHONE, TELEFACSIMILE OR TELEGRAPH PROPOSALS WILL NOT BE ACCEPTED.</li> <li>THE BIDDER MUST SIGN THE PROPOSAL.</li> <li>THE PROPOSAL MUST INCLUDE ALL PRICE INFORMATION. PROPOSAL PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS, F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. PRICE QUOTES MUST BE FIRM THROUGH ISSUANCE OF CONTRACT.</li> <li>ALL PROPOSAL PRICES MUST BE TYPED OR WRITTEN IN INK.</li> <li>ALL CORRECTIONS, WHITE-OUTS, ERASURES, RESTRIKING OF TYPE, OR OTHER FORMS OF ALTERATION, OR THE APPEARANCE OF ALTERATION, TO UNIT AND/OR TOTAL PRICES MUST BE INITIALED IN INK BY THE BIDDER.</li> <li>THE BIDDER MUST SUBMIT WITH THE PROPOSAL BID SECURITY IN THE AMOUNT OF \$ 0 OR 0% CHECK THE TYPE OF BID SECURITY SUPPLIED: ANNUAL BID BOND ON FILE: _____ BID BOND ATTACHED: _____ CERTIFIED OR CASHIERS CHECK ATTACHED: _____ LETTER OF CREDIT ATTACHED: _____</li> <li>THE BIDDER MUST COMPLETE AND SUBMIT, PRIOR TO THE SUBMISSION OF THE PROPOSAL, OR ACCOMPANYING THE PROPOSAL, THE ATTACHED OWNERSHIP DISCLOSURE FORM. (SEE N.J.S.A. 52:25-24.2). <a href="#">SEE ATTACHMENT 1</a></li> <li>THE BIDDER MUST ATTEND THE MANDATORY PRE-BID CONFERENCE(S) AND SITE VISIT(S) AT THE FOLLOWING DATE(S) AND TIME(S): PRE-BID CONFERENCE FEBRUARY 4, 2004, 10:00 AM, PURCHASE BUREAU, 33 WEST STATE STREET, TRENTON, NJ, NINTH FLOOR SITE INSPECTION: None</li> </ol> <p align="center"><b>ADDITIONAL REQUIREMENTS</b></p> <ol style="list-style-type: none"> <li>PERFORMANCE SECURITY: 0</li> <li>AN AFFIRMATION ACTION FORM (<a href="#">ATTACHMENT 3 OF RFP</a>)</li> <li>REQUESTED DELIVERY: SEE DETAILS ELSEWHERE IN RFP</li> <li>CERTIFICATION OR NOTIFICATION OF REGISTRATION WITH THE SECRETARY OF STATE IF A FOREIGN (NON-NJ) CORPORATION, IF NECESSARY (SEE N.J.S.A 14A:13-1 ET SEQ. AND N.J.A.C. 17:12-2.12).</li> <li>FOR SET ASIDE CONTRACTS ONLY, N.J. DEPARTMENT OF COMMERCE REGISTRATION AS A SMALL (SEE N.J.A.C. 17:13-3.2).</li> <li>PAYMENT RETENTION: 0</li> <li>A MACBRIDE PRINCIPALS CERTIFICATION (<a href="#">ATTACHMENT 2 OF RFP</a>)</li> </ol> <p align="center"><b>TO BE COMPLETED BY BIDDER</b></p> <ol style="list-style-type: none"> <li>DELIVERY CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER.</li> <li>CASH DISCOUNT TERMS (SEE RFP) _____%, _____ DAYS: NET _____ DAYS.</li> <li>BIDDER PHONE NO: _____</li> <li>BIDDER FAX NO. _____</li> <li>BIDDER E-MAIL ADDRESS. _____</li> <li>BIDDER FEDERAL ID NO. _____</li> <li>YOUR BID REFERENCE NO. _____</li> </ol> <p>SIGNATURE OF THE BIDDER ATTESTS THAT THE BIDDER HAS READ, UNDERSTANDS, AND AGREES TO ALL TERMS, CONDITIONS, AND SPECIFICATIONS SET FORTH IN THE REQUEST FOR PROPOSAL, INCLUDING ALL ADDENDA, FURTHERMORE, SIGNATURE BY THE BIDDER SIGNIFIES THAT THE REQUEST FOR PROPOSAL AND THE RESPONSIVE PROPOSAL CONSTITUTES A CONTRACT IMMEDIATELY UPON NOTICE OF ACCEPTANCE OF THE PROPOSAL BY THE STATE OF NEW JERSEY FOR ANY OR ALL OF THE ITEMS BID, AND FOR THE LENGTH OF TIME INDICATED IN THE REQUEST FOR PROPOSAL. FAILURE TO ACCEPT THE CONTRACT WITHIN THE TIME PERIOD INDICATED IN THE REQUEST FOR PROPOSAL, OR FAILURE TO HOLD PRICES OR TO MEET ANY OTHER TERMS AND CONDITIONS AS DEFINED IN EITHER THE REQUEST FOR PROPOSAL OR THE PROPOSAL DURING THE TERM OF THE CONTRACT, SHALL CONSTITUTE A BREACH AND MAY RESULT IN SUSPENSION OR DEBARMENT FROM FURTHER STATE BIDDING. A DEFAULTING CONTRACTOR MAY ALSO BE LIABLE, AT THE OPTION OF THE STATE, FOR THE DIFFERENCE BETWEEN THE CONTRACT PRICE AND THE PRICE BID BY AN ALTERNATE VENDOR OF THE GOODS OR SERVICES IN ADDITION TO OTHER REMEDIES AVAILABLE.</p> <table border="1"> <tr> <td>23) ORIGINAL SIGNATURE OF BIDDER</td> <td>24) NAME OF FIRM</td> </tr> <tr> <td>25) PRINT/TYPE NAME AND TITLE</td> <td>26) DATE</td> </tr> </table>			23) ORIGINAL SIGNATURE OF BIDDER	24) NAME OF FIRM	25) PRINT/TYPE NAME AND TITLE	26) DATE
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**Bid Number: 04-X-35086**

**REQUEST FOR PROPOSAL FOR:**  
**TOWER MAINTENANCE**

Date Issued: January 14, 2004

Purchasing Agency  
State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
33 West State Street  
Trenton, New Jersey 08625-0230

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## **1.0 INFORMATION FOR BIDDERS**

### **1.1 PURPOSE AND INTENT**

This Request for Proposal (RFP) is issued by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury (the "Division"), on behalf of the State of New Jersey.

The purpose of this RFP is to solicit bid proposals for the purpose of hiring a contractor(s) to maintain radio and broadcast television towers for State Agencies.

Due to the number of installed towers and numerous locations within the State, it is the intent of the State to award contracts to a primary, secondary and tertiary vendor for each price line in this RFP. Separate awards will be made for the Land Mobile and Broadcast Television Tower Maintenance.

The expected services are described in RFP Section 3.0 (Scope of Work).

The intent of this RFP is to award a contract to that responsible bidder(s) whose bid proposal, conforming to this RFP, is most advantageous to the State, price and other factors considered.

The State intends to extend the contracts awarded to the Purchase Bureau's Cooperative Purchasing partners. These partners include quasi-state agencies, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, County colleges and State colleges.

Although the State, with the assent of the vendor(s), is making the use of any contract resulting from this RFP available to non-state agencies, the State makes no representation as to the acceptability of any State RFP terms and conditions under the local public contracts law or any other enabling statute or regulation.

### **1.2 BACKGROUND**

The State of New Jersey presently has approximately fifty land mobile radio towers that need to be maintained. The towers are used or operated primarily by the New Jersey State Police (NJSP), Department of Transportation and the Department of Corrections. In addition, there are seven (7) towers under the control of the New Jersey Public Broadcasting Authority which need to be maintained.

### **1.3 KEY EVENTS**

#### **1.3.1 QUESTIONS AND INQUIRIES**

It is the policy of the Division to accept questions and inquiries from all potential bidders receiving this RFP.

Written questions can be e-mailed, faxed or mailed to the Purchase Bureau to the attention of the assigned Purchase Bureau buyer at the following address:

Attn: Toni Lello  
State of New Jersey  
Division of Purchase and Property  
Purchase Bureau  
PO Box 230  
Trenton, New Jersey 08625-0230

E-Mail: [Toni.Lello@treas.state.nj.us](mailto:Toni.Lello@treas.state.nj.us)  
Phone Number: 609-984-6265  
Fax Number: 609-292-5170

#### **1.3.1.1 CUT-OFF DATE FOR QUESTIONS AND INQUIRIES**

A Mandatory Pre-Bid Conference has been scheduled for this procurement; therefore, the cut-off date for submission of questions will be the date of the Mandatory Pre-Bid Conference. While all questions will be entertained at the Mandatory Pre-Bid Conference, it is strongly urged that questions be submitted in writing prior to the Mandatory Pre-Bid Conference. It is requested that bidders having long, complex or multiple part questions submit them in writing as far in advance of the Mandatory Pre-Bid Conference as possible. This request is made so that answers can be prepared by the State by the time of the Mandatory Pre-Bid Conference.



### 1.3.1.2 QUESTION PROTOCOL

Questions must be submitted in writing to the attention of the assigned Purchase Bureau buyer. Written questions should be directly tied to the RFP by the writer. Questions should be asked in consecutive order, from beginning to end, following the organization of the RFP. Each question should begin by referencing the RFP page number and section number to which it relates.

### 1.3.2 MANDATORY PRE-BID CONFERENCE

A Mandatory Pre-Bid Conference has been scheduled for this procurement. The date, time and location are provided as follows:

<b>Date:</b>	<b>February 4, 2004</b>
<b>Time:</b>	<b>10:00 am</b>
<b>Location:</b>	<b>DEPARTMENT OF THE TREASURY DIVISION OF PURCHASE AND PROPERTY PURCHASE BUREAU BID OPENING ROOM, 9TH FLOOR 33 WEST STATE STREET TRENTON, NJ 08625-0230</b>  <b>Directions to the Pre-bid Conference can be found at the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/faqdirs.htm">http://www.state.nj.us/treasury/purchase/faqdirs.htm</a>

**CAUTION:** Bid proposals will be automatically rejected from any bidder that was not represented or failed to properly register at the Mandatory Pre-Bid Conference.

The purpose of the Mandatory Pre-Bid Conference is to provide a structured and formal opportunity for the State to accept questions from bidders regarding this RFP.

Any revisions to the RFP resulting from the Mandatory Pre-Bid Conference will be formalized and distributed via the web as a written addendum to the RFP. Answers to deferred questions will also be distributed to attendees via the web as a written addendum to this RFP.

### 1.3.3 SUBMISSION OF BID PROPOSAL

In order to be considered for award, the bid proposal must be received by the Purchase Bureau of the Division of Purchase and Property at the appropriate location by the required time. **ANY BID PROPOSAL NOT RECEIVED ON TIME AT THE RIGHT PLACE WILL BE REJECTED. THE DATE, TIME AND LOCATION ARE:**

<b><u>DATE:</u></b>	<b>February 25, 2004</b>
<b><u>TIME:</u></b>	<b>2:00 PM</b>
<b><u>LOCATION:</u></b>	<b>BID RECEIVING ROOM - 9TH FLOOR PURCHASE BUREAU DIVISION OF PURCHASE AND PROPERTY DEPARTMENT OF THE TREASURY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NJ 08625-0230</b>  <b>Directions to the Purchase Bureau can be found on the following website:</b> <a href="http://www.state.nj.us/treasury/purchase/faqdirs.htm">http://www.state.nj.us/treasury/purchase/faqdirs.htm</a>

## **1.4 ADDITIONAL INFORMATION**

### **1.4.1 REVISIONS TO THIS RFP**

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by addendum. All RFP addenda will be distributed via the web:

### **1.4.2 ADDENDUM AS A PART OF THIS RFP**

Any addenda to this RFP shall become part of this RFP and part of any contract resulting from this RFP.

### **1.4.3 ISSUING OFFICE**

This RFP is issued by the Purchase Bureau, Division of Purchase and Property. The buyer noted in Section 1.3.1 is the sole point of contact between the bidder and the State for purposes of this RFP.

### **1.4.4 BIDDER RESPONSIBILITY**

The bidder assumes sole responsibility for the complete effort required in this RFP. No special consideration shall be given after bids are opened because of a bidder's failure to be knowledgeable of all the requirements of this RFP. By submitting a bid proposal in response to this RFP, the bidder represents that it has satisfied itself, from its own investigation, of all the requirements of this RFP and any addenda thereto.

### **1.4.5 COST LIABILITY**

The State assumes no responsibility and bears no liability for costs incurred by bidders before the award of the contract resulting from this RFP.

### **1.4.6 CONTENTS OF BID PROPOSAL**

The entire content of every bid proposal will be publicly opened and becomes a public record. This is the case notwithstanding any statement to the contrary made by a bidder in its bid proposal.

All bid proposals, as public records, are available for public inspection. Interested parties can make an appointment with the Purchase Bureau buyer to inspect bid proposals received in response to this RFP.

### **1.4.7 PRICE ALTERATION**

Bid prices must be typed or written in ink. Any price change (including "white-outs") must be initialed. Failure to do so may preclude an award being made to the bidder.

### **1.4.8 JOINT VENTURE**

If a joint venture is submitting a bid proposal, the agreement between the parties relating to such joint venture should be submitted with the joint venture's bid proposal. Authorized signatories from each party comprising the joint venture must sign the bid proposal. A separate Ownership Disclosure Form, Affirmative Action Employee Information Report, MacBride Principles Certification, and business registration must be supplied for each party to a joint venture.

## **2.0 DEFINITIONS**

The following definitions shall be part of any contract awarded or order placed as result of this RFP.

**Addendum** – Written clarification or revision to this RFP issued by the Purchase Bureau.

**Amendment** – A change in the scope of work to be performed by the contractor. An amendment is not effective until it is signed by the Director, Division of Purchase and Property.

**Bidder** - An individual or business entity submitting a bid proposal in response to this RFP.

**Contract** - This RFP, any addendum to this RFP, and the bidder's proposal submitted in response to this RFP, as accepted by the State.

**Contractor** - The contractor is the bidder awarded a contract.

**Director** - Director, Division of Purchase and Property, Department of the Treasury. By statutory authority, the Director is the chief contracting officer for the State of New Jersey.

**Division** - The Division of Purchase and Property

**Experience Modification Rate (EMR)** - A comparison of the actual losses charged to an employer during the experience period, with the losses that would be expected for an average employer reporting the same exposures.

**Evaluation Committee** - A committee established by the Director to review and evaluate bid proposals submitted in response to this RFP and to recommend a contract award to the Director.

**May** - Denotes that which is permissible, not mandatory.

**Project** - The undertaking or services that are the subject of this RFP.

**Request for Proposal (RFP)** – This document which establishes the bidding and contract requirements and solicits bid proposals to meet the purchase needs of the using Agencies as identified herein.

**Shall or Must** – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as materially non-responsive.

**Should** - Denotes that which is recommended, not mandatory.

**State Contract Manager** – The individual responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**State** - State of New Jersey.

**Task** – A discrete unit of work to be performed.

**Using Agency or Agency** - The entity for which the Division has issued this RFP and will enter into a contract.

## **3.0 SCOPE OF WORK**

### **3.1 CATEGORIES**

This contract will cover four (4) areas:

- A. Tower Relamping
- B. Tower Inspection
- C. Antenna Replacement
- D. Miscellaneous

The bidder must supply pricing for all miscellaneous parts, lamps, controllers, antennas, cables, connectors and related items for the work identified below. It will be at the Using Agency's discretion as to whether it will utilize bidder-supplied material or State-provided material.

Bidders must provide pricing for equipment costs on Schedule G.

#### **3.1.1 TOWER RELAMPING AND TOWERTOP AMPLIFIER REPLACEMENTS**

The bidder shall supply all lamp materials and controller unit, if required. Upon being called to replace defective incandescent lamps, the bidder will replace all lamps on the tower.

### **3.1.2 TOWER INSPECTIONS TO INCLUDE THE FOLLOWING**

Tower inspections must include evaluation and a documented report of the following elements:

- A. Condition of paint/rust
- B. Condition of bolts, nuts, bracing
- C. Condition of antenna(s), transmission line, cables, connectors and anchors
- D. Lightning protection
- E. Grounding
- F. Foundation
- G. FCC - plaque, identification of tower, serial number
- H. Safety

Each Using Agency will supply an inspection schedule for each tower under its responsibility. These inspections may vary from once a year or longer. In the absence of a tower schedule, any tower not scheduled will be inspected by a specific request from the responsible agency. In any case, a written report must be submitted detailing deficiencies and a breakdown of costs for performance restoration before payment will be authorized.

### **3.1.3 ANTENNA REPLACEMENT**

Vendor to replace antenna. It will be at the Using Agency's discretion as to whether it will utilize bidder-supplied material or State-provided material.

Bidder must supply pricing for all antenna equipment. The State will accept a typewritten price list on the bidder's letterhead for these items.

### **3.1.4 MISCELLANEOUS**

It is expected that work such as, but not limited to, the following will be performed pursuant to the contract(s) resulting from this RFP.

- A. Repair/install and adjust microwave antenna on towers
- B. Repair/install Using Agency's equipment on tower
- C. Repair/install antenna and transmission line on tower
- D. Repair/install conduit, wire and equipment
- E. Emergency lamp replacement
- F. Emergency lamp fixture repair
- G. Emergency lamp controllers
- H. Spot welding cross members
- I. Tightening of loose bolts
- J. General maintenance
- K. Install radio tie-lines as required
- L. Grounding
- M. Replacement/installation of bracing/cross members.

The contractor shall provide all necessary tools and equipment.

Miscellaneous repairs shall be quoted at cost per hour of crew as explained in Section 3.4.2 below.

Bidders must provide pricing for crew rates for the land mobile towers on Schedule C and for the broadcast towers on Schedule F.

## **3.2 TOWER DATA**

### **3.2.1 LAND MOBILE RADIO TOWER DATA**

Listed below are the land mobile radio towers used by the Using Agencies. The contract includes these towers, but is not limited to the maintenance of these towers as towers may be added during the term of the contract.

It is recommended that site visits be made to these towers prior to submitting a proposal in order to become familiar with site conditions and requirements. Site visits may be arranged by contacting the responsible agency personnel as follows:

New Jersey State Police	(609) 882-2000 ext. 2754
NJ State Police Emerg. Mgt.	(609) 530-6075
Department of Transportation	(609) 530-2200
Department of Corrections	(609) 777-1638
NJ Public Broadcasting Authority	(609) 777-5172

New Jersey State Police  
Tower Data

<u>Location</u>	<u>Height</u>	<u>Guyed or Self Supporting</u>	<u>Lights</u>
<u>Troop A</u>			
Berlin	300'	ss	yes
Bridgeton	160'	ss	yes
Hammonton	210'	ss	yes
Port Norris	150'	ss	no
Red Lion	95'	ss	no
Tuckerton	125'	ss	yes
Warren Grove	300'	ss	yes
Woodbine	190'	ss	yes
Woodstown	270'	ss	yes
<u>Troop B</u>			
Cherryville	280'	ss	yes
High Point	145'	ss	yes
Hill 1606	140'	ss	yes
Jockey Hollow	125'	ss	yes
Montana Mtn.	130'	ss	yes
Morris Township, Morris county	230'	ss	yes
Netcong	260'	ss	yes
Somerville	185'	ss	no
Totowa	190'	ss	yes
<u>Troop C</u>			
Bordentown	295'	ss	yes
Edison	155'	ss	yes
Edgewater Park	125'	ss	no
Ft. Dix	651'	ss	yes
Hightstown	95'	ss	yes
Keyport	125'	ss	yes
Kingwood	180'	guyed	no
Millstone	300'	ss	yes
Princeton	260'	ss	yes
Sea Girt	155'	ss	yes
Telegraph Hill	180'	ss	yes
Toms River	210'	ss	yes
W. Trenton	150'	ss	yes
W. Trenton	155'	ss	yes

New Jersey Department of Transportation  
Tower Data

<u>Location</u>	<u>Height</u>	<u>Lights</u>	<u>Type</u>
Hanover	95'	no	self supporting
Netcong, NJ	170'	no	ss - 4 leg lattice
Bedminster, NJ	75'	no	ss - monopole
Lodi, NJ	60'	yes	ss - leg lattice
Newark, NJ	100'	no	self supporting
Keasby Garage	125'	no	ss - 4 leg lattice
Freehold, NJ	75'	no	ss - 4 leg lattice
(Toms River State Police Tower)	165'	yes	ss 4 leg lattice
Trenton, NJ	10'	no	rooftop
Cherry Hill, NJ	150'	yes	self supporting
Petersburg, NJ	100'	no	ss - 4 leg lattice
Vineland, NJ	170'	no	ss - 4 leg lattice
Hammonton, NJ	40'	no	self supporting
Bridgeport, NJ	40'	no	self supporting

New Jersey Department of Corrections  
Tower Data

<u>Name</u>	<u>Height</u>	<u>Type</u>
Southwoods State Prison	95'	self-supporting

### 3.2.2 **BROADCAST TELEVISION TOWER DATA**

1. Channel 52: Tower located in Lawrence Township, 3260 Brunswick Pike, approximately 6 miles east of Trenton on Route 1. Access road to tower is immediately beyond the New Jersey Motor Vehicle Inspection Station. The tower is 900' above ground and has an RCA TTU-40k antenna 90' high atop the tower. Tower is a g-8 stainless with an 8' triangular face, guyed at six levels. Tower has high intensity lighting. Tower ladder is equipped with Saf-T-Clim devices. Tower coordinates are 40-16-58, 74-41-11. Tower has Marshall elevator system.
2. Channel 23: Tower located in Waterford Works, New Jersey, on Arrowhead Drive near Chew Road. From Route 206 south, turn right on Route 536 five miles before Hammonton. Go five miles west to Arrowhead Drive. Turn right on Arrowhead 1/2 mile to New Access Road on left. Tower is 822' above ground, with a 115' RCA TFU-46k antenna. Tower is a stainless g-8 with no elevator. Tower has five dual sets of guys; has high intensity lighting. Tower ladder is equipped with a Saf-T-Clim device. Tower coordinates are 39-43-41, 74-50-39.
3. Channel 50: Tower is located on Clove Road, Little Falls, New Jersey, and is on the campus of Montclair State College. The tower was complete in the summer of 1972. Tower is a stainless, self-supporting, triangular tower 564' above ground, with an RCA TFU-40k antenna 90' high atop the tower. Tower has high intensity lighting. Ladder is equipped with a Saf-T-Clim device. Tower coordinates are 40-15-48, 74-12-01.
4. Channel 58: Tower is located at 7 Geiger Lane in Warren Township, New Jersey. Directions to site: from Route 22 turn north on Warrenville Road. Go up steep incline and continue past Washington Valley Road on left, past Mountain Boulevard on right to Mt. Horeb Road on left. Turn left before service station and go west about one mile to Geiger Lane on left. Enter and go to site approximately 1300' from Mt. Horeb Road. Tower is a stainless g-8, 352' above ground with an RCA TFU-25g antenna 49' high atop the tower. Tower has three dual guys, a dual beacon on the antenna and set of range lights at 133' and 267' above ground. The tower ladder is equipped with Saf-T-Clim service. Tower coordinates are 40-37-00, 74-30-07.
5. Studio Tower: Tower located in Trenton, NJ, at 25 South Stockton Street, on top of the studio building. When work is to be done on this tower, work party is to contact engineering office located at this address. This is a 65' Rohn self-supporting tower. This tower has five microwave dishes.

6. Relay tower: A 100 ft. Rohn self-supporting tower is located at the studio on Jim Leed's Road approximately 1/2 mile west of the Garden State Parkway on the Stockton State College campus in Pomona, New Jersey. This tower has two microwave antennas at 90 ft. and is painted silver gray. Tower coordinates are 39-28-11, 74-32-20.
7. WNJP Tower: 200 foot. Pirod, self-supporting tower located in the state gamelands off Sand Pond Road in Hardiston Township, Sussex County (atop Hamburg mountain). This tower supports an FM, LPTV and two grid dish antennas.

### **3.3 LIGHTNING PROTECTION AND GROUNDING**

Contractors should be knowledgeable and experienced concerning the latest state-of-the-art lightning protection, grounding techniques and practices as employed by the radio-communications industry. Also, it is a requirement that contractors be knowledgeable of and experienced with the cadweld process\*.

At a minimum, all work done must adhere to the standards of the following organizations as they apply to this subject:

- NFPA - National Fire Protection Association
- NEC - National Electrical Code
- EIA - Electronic Industries Association
- ANSI - American National Standards Institute
- FCC - Federal Communication Commission
- FAA - Federal Aviation Administration

\*Registered product of Erico Products, Inc., 34600 Solon Road, Cleveland, OH.

### **3.4 VENDOR EXPERIENCE, QUALIFICATION AND EQUIPMENT AVAILABILITY**

#### **3.4.1 VENDOR EXPERIENCE**

Contractors must be able to perform structural modifications, structural maintenance, microwave antenna installation and tower maintenance on both land mobile and broadcast television towers as well as be able to install rigid and semi-flexible transmission lines on the broadcast towers and maintain broadcast UHF television antennae.

In addition, the Primary Contractor providing maintenance for the broadcast television towers under Schedule F (crew rates for broadcast television towers) must comply with the following and certify that it can perform all the duties listed below:

- a. Experience in the erection of broadcast television guyed towers of at least 8 foot face and 350 to 900 foot height.
- b. Experience in the erection of broadcast television self-supporting towers of at least 60 foot face and 565 foot height.
- c. Experience in the installation and maintenance of RCA (Radio Corporation of America) UHF pylon broadcasting antennas of 40 to 115 feet in height and weighing up to 14 tons.
- d. Experience in performing structural modifications to towers as identified in paragraphs a. and .b above, as directed by the tower designer (Stainless Corporation of North Wales, PA), to include replacement of structural members in place, addition of structural members, replacement of guy wires in place, and tensioning and plumbing of large broadcast towers.
- e. Experience in the deinstallation, installation, and alignment of microwave parabolic antennas up to 12 feet in diameter.
- f. Experience in the removal, repair, and installation of UHF rigid coaxial transmission line, 6 to 9 inch nominal diameter, and in semi-flexible lines tip to 4 inches in diameter.
- g. Experience in the maintenance and adjustment of Marshall tower elevator systems as used on the WNJT(TV Channel 52) tower in Lawrence Township, New Jersey.

### **3.4.2 EQUIPMENT/STAFFING AVAILABILITY**

#### **A. Equipment**

The bidder(s) shall have all necessary heavy equipment (such as cranes, powered winches, and gin poles) available to perform work as outlined above.

The bidder(s) must provide a list of all equipment that will be used during the contract to include vehicles, hoists, cables, antennas and miscellaneous repair parts. The bidder(s) must identify the location(s) where their equipment is stored so response time can be evaluated. The bidder's location(s) may be subject to inspection prior to award.

Bidders submitting a proposal under Schedule, broadcast television towers, as the primary contractor shall further describe the heavy equipment in their inventory and state whether this equipment can perform the requirements listed in Section 3.4.1 above.

#### **B. Staffing**

The contractor(s) shall have qualified aerial and ground foremen and crews to perform work.

The crew size shall be determined by the scope of work for each individual requirement but in no case be less than two (2) people.

Contractor(s) must have sufficient staffing and equipment to complete two separate assignments simultaneously.

The Contractor must be able to respond and be on-site in any part of the State within four (4) hours.

Subcontractors must be identified in the bid proposals. Any subcontractor must possess the same qualifications as the bidder itself.

### **3.4.3 QUALIFICATION**

#### **3.4.3.1 SECURITY CLEARANCE**

Contractor(s), their employees and any subcontractors must be able to pass a State Police background check.

Contractor(s) shall be required to provide a list of all their employees that will be working at the State Police sites, nuclear power plants and correctional facilities. This list must be updated and maintained throughout the contract so that a State audit may verify that a background check has been performed.

#### **3.4.3.2 OSHA REQUIREMENTS**

This section is in addition to the Standard Terms and Conditions of Paragraph, Section 1.9, Compliance - Codes.

Bidder(s) must disclose any citations given by OSHA for the past five years. Bidder(s) are to provide copies of the following:

OSHA 200 log 1999 - 2001  
OSHA 300 log 2002 - 2003

#### **3.4.3.3 TRAINING**

Contractors must have qualified employees. Contractors are to list in their proposals the training that employees have received. Where applicable, Contractors should provide certificate(s) that specify the training the employee(s) has received.

#### **3.4.3.4 PROFESSIONAL ORGANIZATIONS**

The bidder must provide a list of professional tower maintenance organizations of which it is a member.



### **3.4.3.5 EXPERIENCE MODIFICATION RATE (EMR)**

Bidder(s) must provide the experience modification rate for the three most recent years and the total number of hours worked. The EMR rate is the rating given by the insurance company that relates to a claimant's history.

### **3.5 GUARANTEE (WARRANTY)**

The contractor must warrant that the work performed and all materials and equipment furnished under this contract will be guaranteed against defects in materials and workmanship for a period of one year from date of final acceptance. Replacement lamps are exempted from this guarantee.

The guarantee period of equipment, workmanship and materials shall commence on the date of using agency's final acceptance of the maintenance work.

### **3.6 RESPONSE TIME AND COVERAGE**

Repair of public safety communication systems shall be the contractor(s) first priority in the event of a terrorist incident or natural disaster.

The contractor(s) must be available 24 hours per day, 7 days per week. Contractor(s) must provide 24X7 contact information upon contract award. This information must be updated and maintained for the duration of the contract.

The contractor(s) must respond within one hour by telephone when an emergency request is initiated by the Using Agency. A crew and equipment must be on site within four (4) hours with appropriate capability to provide required repair services.

Contractor(s) shall have sufficient manpower and equipment to complete two separate assignments at once.

### **3.7 CONTRACTOR RESPONSIBILITY**

When tower maintenance is requested by a Using Agency, the contractor is required to survey the specific site indicated by the agency and prepare a detailed breakdown of costs, covering parts and labor, required to restore the site to full operation, both technically and physically.

The contractor shall provide all hardware equipment, unless supplied by the Using Agency, including antenna and transmission line, equal to or superior to that being replaced. The Using Agency will advise the Contractor as to whether it will supply the hardware equipment.

All labor costs must be based on rates set forth in the contractor's bid response.

Equipment costs quoted with regard to this section will be reviewed by the requesting Using Agency and checked for reasonableness as compared to equivalent hardware equipment costs available to State Agencies from State term contracts.

In the case where the Using Agency is unaware of additional items in need of repair at a given site, it is required that the contractor bring such items to the attention of the Using Agency.

### **3.8 PROCEDURAL REQUIREMENTS AND AMENDMENTS**

A. Contractor(s) shall comply with procedural instructions that may be issued from time to time by the Director of the Division of Purchase and Property.

B. During the term of the contract, no change is permitted in any contract conditions and specifications, unless the Contractor receives written approval from the Director of the Division of Purchase and Property.

C. The State reserves the right to bid individual requirements, separate from any contracts resulting from this bid, when deemed in its best interest.

D. Contractor and subcontractor personnel must observe all regulations in effect at the Using Agency. While on State property employees shall be subject to control of the State, but under no circumstance shall such persons be deemed employees of the State. The Contractor's personnel shall not represent themselves as employees of the

State. The Director of Purchase and Property may request the contractor to transfer employees from the work crew who are deemed incompetent, are excessively tardy/absent or have been accused of theft.

E. The Contractor shall assume all responsibility for its actions, its employee actions and subcontractor's(s') actions while engaged in any activity connected with the contract resulting from this RFP.

### **3.9 STANDARDS AND CODES**

This section is in addition to the Standard Terms and Conditions, Paragraph 3.13, Performance Guarantee of Bidder.

All equipment and installation thereof shall conform to all current applicable Federal, State, Local Laws and OSHA codes, be FCC registered to meet the electrical code standards established by National Electrical Code, Underwriters Laboratories and the American with Disabilities Act.

Where applicable, regularly manufactured stock electrical items used by the Contractor shall be listed by Underwriters Laboratories Inc. Other electrical equipment shall be constructed to conform to applicable portions of the National Electrical Code.

Where accessories are to be supplied, they must be compatible with the existing equipment.

### **3.10 ADDITIONAL COSTS**

The bidder will assume responsibility for all costs not stated in its bid responses.

All prices and hourly rates bid are required to be all-inclusive. Additional charges for indirect costs, fees, licenses, registrations, commissions, report preparation, administrative tasks, administrative and clerical support, overhead, etc., are not to be billed and, if billed will not be paid. Such costs are recoverable only if included within the prices and hourly rates bid.

Travel costs as included on Schedules C and F will be permitted.

### **3.11 ADDITIONS AND SUBSTITUTIONS**

After the contract award, additions and/or substitutions to equipment price lists may be allowed under the following conditions.

1. Written requests must be sent to the Purchase Bureau, Division of Purchase and Property, Department of the Treasury detailing each product and/or service.
2. Requests must be approved by the Purchase Bureau, Division of Purchase and Property, Department of the Treasury and OIT.
3. The product must meet or exceed performance of the original product and/or service.
4. The product must be compatible with the original contracted product and/or service.
5. The submission for additions or substitutions must include a detailed description of the product and/or service with the page and price line number identified in the original contract

## **4.0 PROPOSAL PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

The bidder must follow instructions contained in this RFP and in the bid cover sheet in preparing and submitting its bid proposal. The bidder is advised to thoroughly read and follow all instructions.

The information required to be submitted in response to this RFP has been determined to be essential in the bid evaluation and contract award process. Any qualifying statements made by the bidder to the RFP's requirements could result in a determination that the bidder's proposal is materially non-responsive. Each bidder is given wide latitude in the degree of detail it elects to offer or the extent to which plans, designs, systems, processes and procedures are revealed. Each bidder is cautioned, however, that insufficient detail may result in a determination that

the bid proposal is materially non-responsive or, in the alternative, may result in a low technical score being given to the bid proposal.

The bidder is instructed to clearly identify any requirement of this RFP that the bidder cannot satisfy.

#### **4.2 PROPOSAL DELIVERY AND IDENTIFICATION**

In order to be considered, a bid proposal must arrive at the Purchase Bureau in accordance with the instructions on the RFP cover sheet. Bidders submitting proposals are cautioned to allow adequate delivery time to ensure timely delivery of proposals. State regulation mandates that late bid proposals are ineligible for consideration. **THE EXTERIOR OF ALL BID RESPONSE PACKAGES MUST BE LABELED WITH THE BID IDENTIFICATION NUMBER, FINAL BID OPENING DATE AND THE BUYER'S NAME.** All of this information is set forth at the top of the RFP cover sheet (page 3 of the RFP).

#### **4.3 NUMBER OF BID PROPOSAL COPIES**

Each bidder must submit **one (1) complete ORIGINAL bid proposal**, clearly marked as the "ORIGINAL" bid proposal. Each bidder should submit **eight (8) full, complete and exact copies** of the original. Bidders failing to provide the requested number of copies will be charged the cost incurred by the State to produce the requested number of copies. It is suggested that the bidder make and retain a copy of its bid proposal.

#### **4.4 PROPOSAL CONTENT**

The bid proposal should be submitted in one volume and that volume divided into four (4) sections as follows:

- Section 1 - Forms (Section 4.4.1)
- Section 2 - Technical Proposal (Section 4.4.2)
- Section 3 - Organizational Support and Experience (Section 4.4.3)
- Section 4 - Cost Proposal (Section 4.4.4)

These sections should be prepared with tabs (separators), and the content of the material located behind each tab.

##### **4.4.1 SECTION 1 – FORMS**

The following items should be included within Section 1 of the proposal.

##### **4.4.1.1 OWNERSHIP DISCLOSURE FORM**

In the event the bidder is a corporation or partnership, the bidder must complete the attached Ownership Disclosure Form. A completed Ownership Disclosure Form must be received prior to or accompany the bid proposal. Failure to do so will preclude the award of the contract.

The Ownership Disclosure Form is attached as Attachment 1 to this RFP.

##### **4.4.1.2 MACBRIDE PRINCIPLES CERTIFICATION**

The bidder must complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. Failure to do so may result in the award of the contract to another bidder.

The MacBride Principles Certification Form is attached as Attachment 2 to this RFP

##### **4.4.1.3 AFFIRMATIVE ACTION**

The bidder must complete the attached Affirmative Action Employee Information Report, or, in the alternative, supply either a New Jersey Affirmative Action Certificate or evidence that the bidder is operating under a Federally approved or sanctioned affirmative action program. The requirement is a precondition to entering into a valid and binding contract.

The Affirmative Action Forms are attached as Attachment 3 to this RFP

#### **4.4.1.4 SET ASIDE CONTRACTS - (NOT APPLICABLE TO THIS PROCUREMENT)**

#### **4.4.1.5 BID BOND - (NOT APPLICABLE TO THIS PROCUREMENT)**

#### **4.4.1.6 CERTIFICATE FROM THE DEPARTMENT OF LABOR**

The bidder must be in compliance with the Public Works Contractor Registration Act. The bidder and their subcontractors must have registered with the Department of Labor. (See RFP Section 5.26)

#### **4.4.1.7 AGREEMENT TO EXTEND CONTRACT TERMS TO QUASI-STATE AGENCIES, COUNTIES, MUNICIPALITIES, SCHOOL DISTRICTS, COUNTY COLLEGE AND STATE COLLEGES**

Contractors must indicate their agreement or rejection to extending this contract to the above listed entities.

#### **4.4.1.8 REGISTRATION WITH DIVISION OF REVENUE**

The bidder must submit proof of valid business registration with the Division of Revenue, and if applicable by every subcontractor of the bidder.

#### **4.4.1.9 INSURANCE CERTIFICATE**

The bidder must submit proof of insurance coverage in accordance with Section 5.26.

#### **4.4.1.10 OSHA**

The bidder must submit copies of OSHA logs and any citations by OSHA in accordance with Section 3.4.3.2.

#### **4.4.1.11 CERTIFICATES**

The bidder should submit copies of employee training certificates.

#### **4.4.1.12**

The bidder must a list of all equipment and its location of equipment.

#### **4.4.1.13**

The bidder must submit its insurance Experience Modification Rate (EMR).

#### **4.4.2 SECTION 2 - TECHNICAL PROPOSAL**

In this section, the bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work section, i.e., Section 3.0. The bidder must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. This section of the bid proposal should contain at least the following information:

##### **4.4.2.1 MANAGEMENT OVERVIEW**

The bidder shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format. This narrative should convince the State that the bidder understands the objectives that the contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the contract. This narrative should convince the State that the bidder's general approach and plans to undertake and complete the contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFP tasks and subtasks are strongly discouraged, as they do not provide insight into the bidder's ability to complete the contract. The bidder's response to this section should be designed to convince the State that the bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable and appropriate and that the bidder's bid proposal will lead to successful contract completion.

##### **4.4.2.2 CONTRACT MANAGEMENT - (NOT APPLICABLE TO THIS PROCUREMENT)**

##### **4.4.2.3 CONTRACT SCHEDULE - (NOT APPLICABLE TO THIS PROCUREMENT)**

#### **4.4.2.4 MOBILIZATION AND IMPLEMENTATION PLAN - (NOT APPLICABLE TO THIS PROCUREMENT)**

#### **4.4.2.5 POTENTIAL PROBLEMS**

The bidder should set forth a summary of any and all problems that the bidder anticipates during the term of the contract. For each problem identified, the bidder should provide its proposed solution.

#### **4.4.3 SECTION 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE**

The bidder must include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the bidder's qualifications, and capabilities to perform the services required by this RFP.

##### **4.4.3.1 LOCATION**

The bidder must include the location of the bidder's office that will be responsible for managing the contract. The bidder must include the telephone number and name of the individual to contact.

##### **4.4.3.2 ORGANIZATION CHART (CONTRACT SPECIFIC)**

The bidder must include a contract organization chart, with names showing management, supervisory and other key personnel (including sub-vendor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

##### **4.4.3.3 RESUMES**

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals in successfully completing contracts of a similar size and scope to those required by this RFP. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts.
- Beginning and ending dates should be given for each similar contract.
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFP.
- With respect to each similar contract, the bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

##### **4.4.3.4 BACKUP STAFF**

The bidder should include a list of backup staff that may be called upon to assist or replace primary individuals assigned. Backup staff must be clearly identified as backup staff.

In the event the bidder must hire management, supervisory and/or key personnel if awarded the contract, the bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the contract term.

##### **4.4.3.5 ORGANIZATION CHART (ENTIRE FIRM)**

The bidder should include an organization chart showing the bidder's entire organizational structure. This chart should show the relationship of the individuals assigned to the contract to the bidder's overall organizational structure.

##### **4.4.3.6 EXPERIENCE OF BIDDER ON CONTRACTS OF SIMILAR SIZE AND SCOPE**

The bidder must provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the bidder's ability to successfully complete the services required by this RFP. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFP. A description of all such contracts should be included and should show how such contracts relate to the ability of the

firm to complete the services required by this RFP. For each such contract, the bidder should provide the name and telephone number of a contact person for the other contract party. Beginning and ending dates should also be given for each contract.

#### **4.4.3.7 FINANCIAL CAPABILITY OF THE BIDDER**

The bidder shall provide proof of its financial capacity and capabilities to undertake and successfully complete the contract. To satisfy this requirement, the bidder shall submit a certified financial statement, including applicable notes, reflecting the bidder's assets, liabilities, net worth, revenues, expenses, profit or loss, and cash flow for the most recent calendar year or the bidder's most recent fiscal year; or, if a certified financial statement is not available, then either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statement. In addition, the bidder must submit a bank reference.

#### **4.4.3.8 SUBCONTRACTOR(S)**

- A. Should the bidder propose to utilize a subcontractor(s) to fulfill any of its obligations, the bidder shall be responsible for the subcontractor's(s): (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws.
- B. The bidder must provide a detailed description of services to be provided by each subcontractor, referencing the applicable Section or Subsection of this RFP.
- C. The bidder should provide detailed resumes for each subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is designated to perform.
- D. The bidder should provide documented experience demonstrate that each subcontractor has successfully performed work on contracts of a similar size and scope to the work that the subcontractor is designated to perform in the bidder's proposal.

#### **4.4.4 SECTION 4 - COST PROPOSAL**

Bidders bidding the land mobile radio towers such as those for New Jersey State Police, New Jersey State Police Emergency Management, Department of Transportation and the Department of Corrections should complete Schedules A, B and C.

Schedules D, E and F have been provided for vendors bidding maintenance for the broadcast television towers.

Bidders bidding all towers should complete Schedules A through F.

Schedule A - Land Mobile Towers: Tower Replamping, Tower Top Amplifier Replacement, Service Inspections

Schedule B - Land Mobile Towers: Antenna Replacement, State Approved Equipment

Schedule C - Land Mobile Towers: Crew Rates, Miscellaneous

Schedule D - Broadcast Television Towers: Tower Replamping, Tower Top Amplifiers Replacement, Service Inspections

Schedule E - Broadcast Television Towers: Antenna Replacement, State Provided Equipment

Schedule F - Broadcast Television Towers: Crew Rates, Replacement

Schedule G - Equipment Pricing

Failure to submit all requested pricing information may result in the bidder's proposal being considered materially non-responsive. Each bidder must hold its price(s) firm through issuance of contract to permit the completion of the evaluation of bid proposals received and the contract award process.

### **5.0 SPECIAL TERMS AND CONDITIONS**

#### **5.1 PRECEDENCE OF SPECIAL TERMS AND CONDITIONS**

The contract shall consist of this RFP, addenda to this RFP, the vendor's bid proposal, and the Division's Notice of Acceptance.

Unless specifically noted within this RFP, the Special Terms and Conditions, take precedence over the Standard Terms and Conditions (see Appendix 1).

In the event of a conflict between the provisions of this RFP, including the Standard Terms and Conditions and the Special Terms and Conditions, and any addendum to the RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, and the bidder's proposal, the RFP and/or the addendum shall govern.

## **5.2 PERFORMANCE BOND - (NOT APPLICABLE TO THIS PROCUREMENT)**

### **5.3 BUSINESS REGISTRATION**

See Standard Terms & Conditions, Appendix 1, Section 1.1.

### **5.4 CONTRACT TERM AND EXTENSION OPTION**

The term of the contract shall be for a period of one year with two one-year extensions. The anticipated "Contract Effective Date" is provided on the cover sheet of this RFP (page 3 of this RFP). If delays in the bid process result in an adjustment of the anticipated Contract Effective Date, the bidder agrees to accept a contract for the full term of the contract.

The contract may be extended for additional periods of up to one (1) year, by mutual written consent of the contractor and the Director at the same terms, conditions and pricing. The length of each extension shall be determined when the extension request is processed.

### **5.5 CONTRACT TRANSITION**

In the event services end by either contract expiration or termination, it shall be incumbent upon the contractor to continue services, if requested by the Director, until new services can be completely operational. The contractor acknowledges its responsibility to cooperate fully with the replacement contractor and the State to ensure a smooth and timely transition to the replacement contractor. Such transitional period shall not extend more than ninety (90) days beyond the expiration date of the contract, or any extension thereof. The contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by the State.

### **5.6 AVAILABILITY OF FUNDS**

The State's obligation to pay the contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless funds are made available each fiscal year to the Using Agency by the Legislature.

### **5.7 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall only be valid when they have been reduced to writing and executed by the contractor and the Director.

### **5.8 CONTRACTOR RESPONSIBILITIES**

The contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the contractor. The contractor shall have sole responsibility for all payments due any subcontractor.

The contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the contractor's performance of this contract.

## **5.9 SUBSTITUTION OF STAFF**

If it becomes necessary for the contractor to substitute any management, supervisory or key personnel, the contractor will identify the substitute personnel and the work to be performed.

The contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitution(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

The contractor shall forward a request to substitute staff to the State Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the contractor has received written approval to proceed from the State Contract Manager.

## **5.10 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)**

This Subsection serves to supplement but not to supersede Section 3.11 of the Standard Terms and Conditions of this RFP.

If it becomes necessary for the contractor to substitute and/or add a subcontractor, the contractor will identify the proposed new subcontractor and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution or addition.

The contractor must provide detailed resumes of the proposed subcontractor's management, supervisory and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the subcontractor is to undertake.

In the event a subcontractor is proposed as a substitution, the proposed subcontractor must equal or exceed the qualifications and experience of the subcontractor being replaced. In the event the subcontractor is proposed as an addition, the proposed subcontractor's qualifications and experience must equal or exceed that of similar personnel proposed by the contractor in its bid proposal.

The contractor shall forward a written request to substitute or add a subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval.

No substituted or additional subcontractors are authorized to begin work until the contractor has received written approval from the Director.

## **5.11 OWNERSHIP OF MATERIAL**

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days notice by the State. With respect to software computer programs and/or source codes developed for the State, the work shall be considered "work for hire", i.e., the State, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any copyright, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, contractor or subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the bid proposal. Otherwise, the language in the first paragraph of this section prevails. If the bidder identifies such intellectual property ("Background IP") in its bid proposal, then the Background IP owned by the bidder on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the bidder.



Upon contract award, the bidder or contractor shall grant the State a non-exclusive, royalty free license to use any of the bidder/contractor's Background IP delivered to the State for the purposes contemplated by the Contract.

## **5.12 DATA CONFIDENTIALITY**

All financial, statistical, personnel and/or technical data supplied by the State to the contractor are confidential. The contractor is required to use that same standard of care as it uses to protect the confidentiality of its own confidential data. Any use, sale or offering of this data in any form by the contractor, or any individual or entity in the contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

## **5.13 NEWS RELEASES**

The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Director.

## **5.14 ADVERTISING**

The contractor shall not use the State's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

## **5.15 LICENSES AND PERMITS**

The contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the bidder in its bid proposal.

## **5.16 CLAIMS AND REMEDIES**

### **5.16.1 CLAIMS**

All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

### **5.16.2 REMEDIES**

Nothing in the contract shall be construed to be a waiver by the State of any warranty, expressed or implied, or any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

### **5.16.3 REMEDIES FOR NON-PERFORMANCE**

In the event the contractor fails to comply with any material contract requirement, the Director may take steps to terminate the contract in accordance with the State Administrative Code. In this event, the Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies owed to the defaulting contractor or being an obligation owed the State by the defaulting contractor.

## **5.17 LATE DELIVERY AND LIQUIDATED DAMAGES - (NOT APPLICABLE TO THIS PROCUREMENT)**

## **5.18 RETAINAGE - (NOT APPLICABLE TO THIS PROCUREMENT)**

## **5.19 STATE'S OPTION TO REDUCE SCOPE OF WORK**

The State has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Director shall provide advance written notice to the contractor.

Upon receipt of such written notice, the contractor will submit, within five (5) working days to the Director and the State Contract Manager, an itemization of the work effort already completed by task or subtask. The contractor shall be compensated for such work effort according to the applicable portions of its cost proposal.

## **5.20 SUSPENSION OF WORK**

The State Contract Manager may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

## **5.21 CHANGE IN LAW**

Whenever an unforeseen change in applicable law or regulation affects the services that are the subject of this contract, the contractor shall advise the State Contract Manager and the Director in writing and include in such written transmittal any estimated increase or decrease in the cost of its performance of the services as a result of such change in law or regulation. The Director and the contractor shall negotiate an equitable adjustment, if any, to the contract price.

## **5.22 CONTRACT PRICE INCREASE (PREVAILING WAGE)**

If the Prevailing Wage Act (N.J.S.A. 34:11-56 et seq.) is applicable to the contract, the contractor may apply to the Director, on the anniversary of the effective date of the contract, for a contract price increase. The contract price increase will be available only for an increase in the prevailing wages of trades and occupations covered under this contract during the prior year. The contractor must substantiate with documentation the need for the increase and submit it to the Director for review and determination of the amount, if any, of the requested increase, which shall be available for the upcoming contract year. No retroactive increases will be approved by the Director.

## **5.23 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

The contractor shall not begin performing any additional work or special projects without first obtaining written approval from both the State Contract Manager and the Director.

In the event of additional work and/or special projects, the contractor must present a written proposal to perform the additional work to the State Contract Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the contractor in its proposal.

The contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written cost proposal must be based upon the hourly rates, unit costs or other cost elements submitted by the contractor in the contractor's original bid proposal submitted in response to this RFP. Whenever possible, the cost proposal should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the contractor in its original bid proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the contractor's written proposal, the State Contract Manager shall forward same to the Director for the Director's written approval. Complete documentation from the Using Agency, confirming the need for the additional work, must be submitted. Documentation forwarded by the State Contract Manager to the Director must all include all other required State approvals, such as those that may be required from the State of New Jersey's Office of Management and Budget (OMB) and Office of Information and Technology (OIT).

No additional work and/or special project may commence without the Director's written approval. In the event the contractor proceeds with additional work and/or special projects without the Director's written approval, it shall be at the contractor's sole risk. The State shall be under no obligation to pay for work performed without the Director's written approval.

## **5.24 FORM OF COMPENSATION AND PAYMENT**

This Section supplements Section 4.5 of the RFP'S Standard Terms and Conditions. The contractor must submit official State invoice forms to the Using Agency with supporting documentation evidencing that work for which payment is sought has been satisfactorily completed. Invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager before payment will be authorized.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

### **5.24.1 PAYMENT TO CONTRACTOR - OPTIONAL METHOD**

The State of New Jersey now offers State contractors the opportunity to be paid through the Mastercard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card, however, is optional.

P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions using the p-card will usually result in payment to a contractor in three days.

A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the Mastercard. Additional information can be obtained from banks or merchant service companies.

## **5.25 CONTRACT ACTIVITY REPORT - (NOT APPLICABLE TO THIS PROCUREMENT)**

### **5.26 LIABILITY COVERAGE**

Contractor(s) shall secure and maintain in force for the term of the contract insurance as provided herein. See Section 3.2 of the terms and conditions.

Contractor(s) performing work on Broadcast Television Towers, some of which contain State Police equipment, shall maintain not less than \$10,000,000.00 of liability insurance per occurrence for property damage. Contractors shall maintain a \$5,000,000.00 policy for all other tower structures.

The bidder must submit, as part of its bid proposal, proof of its liability insurance coverage, including the last three (3) years.

### **5.27 CERTIFICATE FROM THE DEPARTMENT OF LABOR**

All Contractors must be in compliance with the Public Works Contractor Registration Act. The "Act" requires the bidder and its subcontractors be registered with the Department of Labor. Under the Act, no contractor/subcontractor will be permitted to engage in a contract for public work unless that contractor/subcontractor is registered with the New Jersey Department of Labor. The Act provides that upon registration with the Department of Labor, a public works contractor/subcontractor will be issued a certificate by the Department indicating compliance with the Act's requirements. There is a registration fee of \$300 per year. The bidder should submit a copy of this certificate to the Purchase Bureau with its proposals, or within five days of request by the Purchase Bureau. Evidence of such registration is a condition precedent to the award of contract.

For further information vendors can contact the Contractor Registration Unit at:

New Jersey Department of Labor  
Division of Wage & Hour Compliance  
PO Box 389  
Trenton, NJ 08625-0389  
Telephone: (609) 292-9464  
Fax: (609) 633-8591

In addition, labor rates must be in accordance with the Prevailing Wage Act. The Prevailing Wage Rates by county may be obtained at the following web site:

<http://www.state.nj.us/labor/wps/wh/division/contract/prevail/wagerate.htm>

## **6.0 PROPOSAL EVALUATION/CONTRACT AWARD**

### **6.1 PROPOSAL EVALUATION COMMITTEE**

Bid proposals may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Purchase Bureau. Representatives from other governmental agencies may also serve on the Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of outside consultant in an advisory role.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF BID PROPOSAL**

A bidder may be required to give an oral presentation to the Evaluation Committee concerning its bid proposal. The Evaluation Committee may also require a bidder to submit written responses to questions regarding its bid proposal.

The purpose of such communication with a bidder, either through an oral presentation or a letter of clarification, is to provide an opportunity for the bidder to clarify or elaborate on its bid proposal. Original bid proposals submitted, however, cannot be supplemented, changed, or corrected in any way. No comments regarding other bid proposals are permitted. Bidders may not attend presentations made by their competitors.

It is within the Evaluation Committee's discretion whether to require a bidder to give an oral presentation or require a bidder to submit written responses to questions regarding its bid proposal. Action by the Evaluation Committee in this regard should not be construed to imply acceptance or rejection of a bid proposal. The Purchase Bureau buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate bid proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process:

#### **6.3.1 THE BIDDER'S GENERAL APPROACH AND PLANS IN MEETING THE REQUIREMENTS OF THIS RFP**

- A. The bidder's general approach and plans in meeting the requirements of this RFP.
- B. The bidder's detailed approach and plans to perform the services required by the Scope of Work of this RFP.
- C. The bidder's documented experience in successfully completing contracts of a similar size and scope to the work required by this RFP.
- D. The qualifications and experience of the bidder's management, supervisory or other key personnel assigned to the contract, with emphasis on documented experience in successfully completing work on contracts of similar size and scope to the work required by this RFP.
- E. The overall ability of the bidder to mobilize, undertake and successfully complete the contract. This judgment will include, but not be limited to, the following factors: the number and qualifications of management, supervisory and other staff proposed by the bidder to complete the contract, the availability and commitment to the contract of the bidder's management, list of equipment and parts, location of vendor equipment, OSHA citations, EMR rate, and liability coverage.

#### **6.3.2 THE BIDDER'S COST PROPOSAL**

Awards will be made to a Primary, Secondary and Tertiary vendor for each line item. Awards for Schedule A and D will be made by taking the average of the prices as listed under the column for "relamping." Awards for Schedules B and E will be made by taking the average of the prices as listed under the column for "antenna." Awards for Schedules C and F will be based on the lowest price for the straight time cost per hour for a two-man crew. An

award for the Primary contractor for Schedule F will be made to the bidder meeting all of the requirements of the RFP and the requirements of Section 3.4.1. The Secondary and Tertiary contractor awards for Schedule F will be made to vendors who meet all of the requirements of the RFP other than Section 3.4.1.

#### **6.4 CONTRACT AWARD**

The contract shall be awarded with reasonable promptness by written notice to that responsible bidder whose bid proposal, conforming to the RFP, will be most advantageous to the State, price and other factors considered. Any or all bids may be rejected when the State Treasurer or the Director of the Division of Purchase and Property determines that it is in the public interest so to do.

### **7.0 ATTACHMENTS, SUPPLEMENTS AND APPENDICES**

**ATTACHMENTS** - To be submitted with bid proposal.

1. Ownership Disclosure Form
2. MacBride Principles Form
3. Affirmative Action Supplement Forms
4. Cooperative Purchasing
5. Price Schedules A to G
6. Reciprocity Form (*Optional Submittal*)
7. Intent to Subcontract Form

#### **APPENDICES**

1. New Jersey Standard Terms and Conditions
2. Set-Off for State Tax Notice
3. Price Sheet

# ATTACHMENT 1 - OWNERSHIP DISCLOSURE FORM

## OWNERSHIP DISCLOSURE FORM

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE & PROPERTY  
STATE OF NEW JERSEY  
33 W. STATE ST., 9TH FLOOR  
PO BOX 230  
TRENTON, NEW JERSEY 08625-0230

BIDDER: \_\_\_\_\_  
\_\_\_\_\_

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

**INSTRUCTIONS:** Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. **If there are no owners with 10% or more interest in your firm, enter "None" below.** Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.

<u>NAME</u>	<u>HOME ADDRESS</u>	<u>DATE OF BIRTH</u>	<u>OFFICE HELD</u>	<u>OWNERSHIP INTEREST</u> (Shares Owned or % of Partnership)
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

### COMPLETE ALL QUESTIONS BELOW

	<u>YES</u>	<u>NO</u>
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)	_____	_____
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other State or the U.S. Government? (If yes, attach a detailed explanation for each instance)	_____	_____
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material, or supplies? (If yes, attach a detailed explanation for each instance)	_____	_____
4. Are there now any criminal matters or debarment proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance)	_____	_____
5. Has any Federal, State or Local license, permit or other similar authorization, necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject or any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes, attach a detailed explanation for each instance)	_____	_____

**CERTIFICATION:** I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that **I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein.** I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option, may declare any contract(s) resulting from this certification void and unenforceable.

I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge, I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Company Name: \_\_\_\_\_ (Signature)  
 Address: \_\_\_\_\_ PRINT OR TYPE: \_\_\_\_\_ (Name)  
 \_\_\_\_\_ PRINT OR TYPE: \_\_\_\_\_ (Title)  
 FEIN/SSN#: \_\_\_\_\_  
 Date \_\_\_\_\_

## **ATTACHMENT 2 - MACBRIDE PRINCIPLES FORM**

### **NOTICE TO ALL BIDDERS** **REQUIREMENT TO PROVIDE A CERTIFICATION** **IN COMPLIANCE WITH MACBRIDE PRINCIPLES** **AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

- \_\_\_\_\_ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or
- \_\_\_\_\_ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

---

**Signature of Bidder**

---

**Name (Type or Print)**

---

**Title Name (Type or Print)**

---

**Name of Company Name (Type or Print)**

---

**Date**

## **ATTACHMENT 3 – AFFIRMATIVE ACTION SUPPLEMENT**

<b>AFFIRMATIVE ACTION</b>	<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b>
DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 230 TRENTON, NEW JERSEY 08625-0230	NAME OF BIDDER:  
<b>SUPPLEMENT TO BID SPECIFICATIONS</b>	
<p><b>DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:</b></p> <p>1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;</p> <p>2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS ,FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.</p> <p>3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OR WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE, TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.</p> <p>4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127,AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.</p> <p>5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1975, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.</p> <p>6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.</p> <p>7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.</p> <p>8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVIEW ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.</p> <p>THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJAC17:27).</p> <p><b>* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS</b></p> <p style="text-align: center;"><b><u>PLEASE CHECK APPROPRIATE BOX (ONE ONLY)</u></b></p> <p><input type="checkbox"/> I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).</p> <p><input type="checkbox"/> I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).</p> <p><input type="checkbox"/> I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.</p>	



# INSTRUCTIONS FOR COMPLETING THE AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)

## IMPORTANT:

READ THE FOLLOWING INSTRUCTIONS CAREFULLY BEFORE COMPLETING THE FORM. PRINT OR TYPE ALL INFORMATION. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.

**Item 1** - Enter the Federal Identification Number assigned to the Contractor or vendor by the Internal Revenue Service, or if a Federal Employer Identification Number has been applied for, but not yet issued, write the words "applied for",

or

If your business is such that you have not, or will not receive a Federal Employer Identification Number, enter the Social Security Number assigned to the single owner or to a partner, in case of partnership.

**Item 2** - Check the box appropriate to your TYPE OF BUSINESS. If you are engaged in more than one type of business, check the predominant one. If you are a manufacturer deriving more than 50% of your receipts from your own retail outlets, check "Retail".

**Item 3** - Enter the total "number" of employees in the entire company, including part-time employees. This number shall include all facilities in the entire firm or corporation.

**Item 4** - Enter the name by which the company is identified. If there is more than one company name, enter the predominant one.

**Item 5** - Enter the physical location of the company, include City, County, State and Zip Code.

**Item 6** - Enter the name of any parent or affiliated company including City, State and Zip Code. If there is none, so indicate by entering "None" or N/A.

**Item 7** - Check the appropriate box for the total number of employees in the entire company. "Entire Company" shall include all facilities in the entire firm or corporation, including part-time employees, not use those employees at the facility being awarded the contract.

**Item 8** - Check the box appropriate to your type of company establishment. Single-establishment Employer shall include an employer whose business is conducted at more than one location.

**Item 9** - If multi-establishment was entered in Item 8, enter the number of establishments within the State of New Jersey.

**Item 10** - Enter the total number of employees at the establishment being awarded the contract.

**Item 11** - Enter the name of the Public Agency awarding the contract. Include City, State and Zip Code.

**Item 12** - Enter the appropriate figures on all lines and in all columns. THIS SHALL ONLY INCLUDE EMPLOYMENT DATA FROM THE FACILITY THAT IS BEING AWARDED THE CONTRACT. DO NOT list the same employee in more than one job category.

Racial/Ethnic Groups will be so defined:

Black: Not of Hispanic origin. Persons have origin in any of the Black racial groups of Africa.

Hispanic: Persons of Mexican, Puerto Rican, Cuban or Central or South American or other Spanish culture or origin, regardless of race.

American Indian or Alaskan Native: Persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Asian or Pacific Islander: Persons having origin in any of the peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands. This area includes for example, China, Japan, the Philippine Islands and Somoa.

**Item 13** - Check the appropriate box, if the race or ethnic group information was not obtained by 1 or 2, specify by what other means this was done in 3.

**Item 14** - Enter the dates of the payroll period used to prepare the employment data presented in Item 12.

**Item 15** - If this is the first time an Employee Information Report has been submitted for this company, check block "Yes".

**Item 16** - If the answer to Item 15 is "No", enter the date when the last Employee Information Report was submitted by this company.

**Item 17** - Print or type the name of the person completing this form. Include the signature, title and date.

**Item 18** - Enter the physical location where the form is being completed. Include City, State, Zip Code and Phone Number.

**State of New Jersey**

**AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT**

**IMPORTANT - READ INSTRUCTIONS ON PRIOR PAGE CAREFULLY BEFORE COMPLETING FORM. TYPE OR PRINT SHARP BALL POINT PEN. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM MAY DELAY ISSUANCE OF YOUR CERTIFICATE.**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input type="checkbox"/> 5. OTHER	3. TOTAL NO. OF EMPLOYEES IN THE ENTIRE COMPANY
4. COMPANY NAME		
5. STREET	CITY	COUNTY      STATE      ZIP CODE
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE)		CITY      STATE      ZIP CODE
7. DOES THE ENTIRE COMPANY HAVE A TOTAL OF AT LEAST 50 EMPLOYEES? <input type="checkbox"/> YES <input type="checkbox"/> NO		
8. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
9. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN N.J. : [      ]		
10. TOTAL NUMBER OF EMPLOYEES AT THE ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT: [      ]		
11. PUBLIC AGENCY AWARDED CONTRACT:		CITY      STATE      ZIP CODE

**OFFICIAL USE ONLY**

<b>DATE RECEIVED</b>		<b>OUT OF STATE PERCENTAGES</b>	<b>ASSIGNED CERTIFICATION NUMBER</b>
MO/DAY/YR	COUNTY	MINORITY	FEMALE

**SECTION B - EMPLOYMENT DATA**

12. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority categories, in columns 1, 2, & 3.

JOB CATEGORIES	ALL EMPLOYEES			MINORITY GROUP EMPLOYEES (PERMANENT)							
	Col. 1 TOTAL (Cols. 2&3)	Col. 2 MALE	Col. 3 FEMALE	MALE				FEMALE			
				BLACK	HISPANIC	AMERICAN INDIAN	ASIAN	BLACK	HISPANIC	AMERICAN INDIAN	ASIAN
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftworkers (Skilled)											
Operatives (Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTAL</b>											
Total employment from Previous Report (if any)											

The data below shall NOT be included in the request for the categories above.

Temporary and Part-time Employees											
13. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. VISUAL SURVEY <input type="checkbox"/> 2. EMPLOYMENT RECORD <input type="checkbox"/> 3. OTHER (SPECIFY)							15. IS THIS THE FIRST EMPLOYEE INFORMATION REPORT (AA.302) SUBMITTED? <input type="checkbox"/> 1. YES <input type="checkbox"/> 2. NO		16. IF NO, DATE OF LAST REPORT SUBMITTED   MO.   DAY   YEAR		
14. DATES OF PAYROLL PERIOD USED											

**SECTION C - SIGNATURE AND IDENTIFICATION**

17. NAME OF PERSON COMPLETING FORM (PRINT OR TYPE)(?CONTRACTOR EEO OFFICER)	SIGNATURE	TITLE	MO.   DAY   YEAR
18. ADDRESS (NO. & STREET)	(CITY)	(STATE)	(ZIP CODE)      PHONE (AREA CODE, NO. & EXTENSION)

**FORM AA302**

## **ATTACHMENT 4 - COOPERATIVE PURCHASING FORM**

DEPARTMENT OF THE TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE STREET PO BOX 230 TRENTON, NJ 08625-0230	NUMBER: BID OPEN DATE: TIME: T-NUMBER: BIDDERS NAME: BIDDERS FID:
--	--

### **IMPORTANT NOTICE**

BIDDERS ARE ADVISED TO REVIEW THE ATTACHED REQUEST FOR PROPOSAL (RFP) AND ANSWER THE CONTRACT EXTENSION QUESTION LISTED BELOW.

#### **AGREEMENT TO EXTEND STATE CONTRACT TERMS TO QUASI-STATE AGENCIES, COUNTIES, MUNICIPALITIES, SCHOOL DISTRICTS, COUNTY COLLEGES AND STATE COLLEGES**

THE QUESTION BELOW ELICITS THE BIDDER'S ADVANCE AGREEMENT TO OR REJECTION OF THE USE OF THIS STATE CONTRACT BY THE FOLLOWING ENTITIES:

N.J.S.A. 52:27B-56.1 PERMITS THE PARTICIPATION OF QUASI-STATE AGENCIES IN STATE CONTRACTS.

N.J.S.A. 52:25-16.1 ALLOWS THE DIRECTOR TO EXTEND IN ADVANCE THE LOCAL USE OF STATE CONTRACTS BY INCLUDING A PROVISION FOR SUCH PURCHASES IN THE STATE CONTRACT.

N.J. S.A. 52 :25-16.2 PERMITS VOLUNTEER FIRE DEPARTMENTS,  
SQUADS TO PARTICIPATE IN STATE CONTRACTS.

VOLUNTEER FIRST AID SQUADS AND RESCUE

N.J.S.A. 52:25-16.5 PERMITS INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64A-25.9 PERMITS ANY COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 18A:64-60 PERMITS ANY STATE COLLEGE TO PARTICIPATE IN STATE CONTRACTS.

N.J.S.A. 40:11-12 AND N.J.S.A. 18A:18A-10 TO ALLOW COUNTIES. MUNICIPALITIES AND SCHOOL DISTRICTS TO USE SUCH STATE CONTRACTS AND TO DEAL "DIRECTLY" WITH STATE CONTRACT VENDORS INSTEAD OF BIDDING THE ITEMS.

THE SAME PRICE MUST BE ESTABLISHED FOR THE STATE AND FOR LOCAL GOVERNMENTS; OTHER TERMS AND CONDITIONS ALSO MUST BE THE SAME UNLESS A PARTICULAR TERM OR CONDITION IS SPECIFICALLY IDENTIFIED OTHERWISE IN THE RFP BY THE STATE.

A BIDDER'S WILLINGNESS OR UNWILLINGNESS TO EXTEND WILL "NOT" BE A FACTOR IN DETERMINING THE STATE AWARD. THE DIRECTOR WILL "NOT" AWARD A SEPARATE CONTRACT FOR LOCAL USE. THE VENDOR MAY NOT CHANGE HIS DECISION DURING THE CONTRACT TERM.

DO YOU AGREE TO EXTEND ANY STATE CONTRACTS AWARDED AS A RESULT OF THIS RFP TO THE AFOREMENTIONED ENTITIES AT THE SAME PRICE AND COMMON TERMS AND CONDITIONS?

YES \_\_\_\_\_

NO \_\_\_\_\_

IF THE BIDDER DOES NOT CHECK "YES" OR "NO" TO THE ABOVE QUESTION, THE ANSWER WILL BE CONSIDERED AS "NO" .

**NOTE: NO CONTRACT WILL BE EXTENDED TO THESE ENTITIES UNLESS THE DIRECTOR OF THE DIVISION OF PURCHASE AND PROPERTY SPECIFICALLY PROVIDES FOR THE EXTENSION AT THE TIME OF THE AWARD.**

## **ATTACHMENT 5 - PRICE SCHEDULES**

### **SCHEDULE "A"**

#### **LAND MOBILE TOWERS**

TOWER RELAMPING  
TOWER TOP AMPLIFIER REPLACEMENT  
SERVICE INSPECTIONS  
(Refer to RFP Section 3.1.2)

	Relamp	Amplifier	Inspection
95 TO 150 FT.	\$	\$	\$
150 TO 200 FT			
200 TO 250 FT.			
250 TO 300 FT.			
ABOVE 300 FT.			

PHOTOCELL REPLACEMENT	\$
PHOTO DOCUMENTATION	
CONTROLLER	
CABLE REPLACEMENT (PER FT.)	

\*NOTE: CONTRACTOR WILL SUPPLY ALL LAMP MATERIALS AND CONTROLLER UNIT AS REQUIRED. UPON BEING CALLED TO REPLACE A DEFECTIVE LAMP, CONTRACTOR WILL REPLACE ALL LAMPS ON TOWER.

**SCHEDULE "B"**

**LAND MOBILE TOWERS**

**ANTENNA REPLACEMENT  
STATE PROVIDED EQUIPMENT**

	Antenna	Dish
Top Mounting	\$	\$
Side Mounting		
Alignment		
Cable Replacement (per/ft.)		

## SCHEDULE "C"

### LAND MOBILE TOWERS

#### CREW RATES

MISCELLANEOUS REPAIRS SUCH AS SPOT WELDING OF CROSS MEMBER, TIGHTENING OF LOOSE BOLTS AND GENERAL MAINTENANCE SHALL BE QUOTED AT COST PER HOUR OF CREW.

MINIMUM CREW SIZE: TWO MEN

COST PER HOUR FOR TWO MAN CREW (STRAIGHT TIME) \$ \_\_\_\_\_  
(MONDAY - FRIDAY, 8:00 AM TO 5:00 PM)

COST PER HOUR FOR TWO MAN CREW (OVERTIME) \$ \_\_\_\_\_  
(MONDAY - SATURDAY, 5:01 PM TO 7:59 AM)

COST PER HOUR FOR TWO MAN CREW (SUNDAY, HOLIDAYS) \$ \_\_\_\_\_

COST PER HOUR, EACH ADDITIONAL MAN

STRAIGHT TIME \$ \_\_\_\_\_

OVERTIME \$ \_\_\_\_\_

SUNDAY, HOLIDAY \$ \_\_\_\_\_

COST PER HOUR FOR CREW, WINTER DIFFERENTIAL, IF APPLICABLE: \$ \_\_\_\_\_

COST PER HOUR FOR CREW, IDLE TIME \$ \_\_\_\_\_

COST PER HOUR FOR FIREMAN: AERIAL \$ \_\_\_\_\_

GROUND \$ \_\_\_\_\_

COST PER HOUR FOR WINCH TRUCK/OPERATOR \$ \_\_\_\_\_

#### TRAVEL TIME/COSTS

PER HOUR \$ \_\_\_\_\_ up to four hours  
(State will only authorize 4 hours of travel time one way)

**SCHEDULE "D"**

**BROADCAST TELEVISION TOWERS**

TOWER RELAMPING  
TOWER TOP AMPLIFIER REPLACEMENT  
SERVICE INSPECTIONS  
(Refer to RFP Section 3.1.2)

	Relamp	Amplifier	Inspection
95 TO 150 FT.	\$	\$	\$
150 TO 450 FT			
450 TO 700 FT.			
ABOVE 700 FT.			

PHOTOCELL REPLACEMENT	\$
PHOTO DOCUMENTATION	
CONTROLLER	
CABLE REPLACEMENT (PER FT.)	

\*NOTE: VENDOR WILL SUPPLY ALL LAMP MATERIALS AND CONTROLLER UNIT IF REQUIRED. UPON BEING CALLED TO REPLACE A DEFECTIVE LAMP, VENDOR WILL REPLACE ALL LAMPS ON TOWER.

**SCHEDULE "E"**

**BROADCAST TELEVISION TOWERS**

ANTENNA REPLACEMENT  
STATE PROVIDED EQUIPMENT

	Antenna	Dish
Top Mounting	\$	\$
Side Mounting		
Alignment		
Cable Replacement (per/ft.)		



## SCHEDULE "F"

### BROADCAST TELEVISION TOWERS

#### CREW RATES

MISCELLANEOUS REPAIRS SUCH AS SPOT WELDING OF CROSS MEMBER, TIGHTENING OF LOOSE BOLTS AND GENERAL MAINTENANCE SHALL BE QUOTED AT COST PER HOUR OF CREW.

MINIMUM CREW SIZE: TWO MEN

COST PER HOUR FOR TWO MAN CREW (STRAIGHT TIME) \$ \_\_\_\_\_  
(MONDAY - FRIDAY, 8:00 AM TO 5:00 PM)

COST PER HOUR FOR TWO MAN CREW (OVERTIME) \$ \_\_\_\_\_  
(MONDAY - SATURDAY, 5:01 PM TO 7:59 AM)

COST PER HOUR FOR TWO MAN CREW (SUNDAY, HOLIDAYS) \$ \_\_\_\_\_

COST PER HOUR, EACH ADDITIONAL MAN

STRAIGHT TIME \$ \_\_\_\_\_

OVERTIME \$ \_\_\_\_\_

SUNDAY, HOLIDAY \$ \_\_\_\_\_

COST PER HOUR FOR CREW, WINTER DIFFERENTIAL, IF APPLICABLE: \$ \_\_\_\_\_

COST PER HOUR FOR CREW, IDLE TIME \$ \_\_\_\_\_

COST PER HOUR FOR FIREMAN: AERIAL \$ \_\_\_\_\_

GROUND \$ \_\_\_\_\_

COST PER HOUR FOR WINCH TRUCK/OPERATOR \$ \_\_\_\_\_

#### TRAVEL TIME/COSTS

PER HOUR \$ \_\_\_\_\_ Up to four hours

State will only authorize four hours of travel time one way.

**SCHEDULE "G"**

**Equipment Pricing**

Land Mobile Towers  
And  
Broadcast Television Towers

Vendors are to list equipment pricing below: Vendors may attach additional sheets

Equipment	Pricing

**ATTACHMENT 6 - RECIPROCITY FORM**

**RECIPROCITY FORM**  
**(Optional Submission)**

**IMPORTANT NOTICE TO ALL BIDDERS**

Effective October 7, 1991 in accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17:12-2.13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose State or locality maintains a preference practice for their bidders.

For States having preference laws, regulations, or practices, New Jersey will use the annual surveys compiled by the Council of State Governments, National Association of State Purchasing Officials, or the National Institute of Governmental Purchasing to invoke reciprocal actions. The State may obtain additional information anytime it deems appropriate to supplement the above survey information.

Any bidder may submit information related to preference practices enacted for a local entity outside the State of New Jersey. This information may be submitted in writing as part of the bid response proposal, and should be in the form of resolutions passed by an appropriate governing body, regulations, a Notice to Bidders, laws, etc. It is the responsibility of the bidder to provide the documentation with the bid proposal or submit it to the Director, Division of Purchase and Property within five (5) working days of the public bid opening. Written evidence for a specific procurement that is not provided to the Director within five working days of the public bid opening will not be considered in the evaluation of that procurement, but will be retained and considered in the evaluation of subsequent procurements.

Any bidder having evidence of out-of-State local entities invoking preference practices should complete the form below, with a copy of appropriate documentation. The form and documentation may be submitted with your bid response proposal.

-----  
**Name of Locality having preference practices:**

**ATTACHMENT 7 - INTENT TO SUBCONTRACT FORM**

**REQUIRED SUBMISSION**

**STATE OF NEW JERSEY**  
**DIVISION OF PURCHASE AND PROPERTY (DPP)**  
**NOTICE OF INTENT TO SUBCONTRACT FORM**

THIS ***NOTICE OF INTENT TO SUBCONTRACT*** FORM MUST BE COMPLETED AND INCLUDED AS PART OF EACH BIDDER'S PROPOSAL. FAILURE TO SUBMIT THIS FORM WILL BE CAUSE FOR REJECTING OF THE BID AS NON-RESPONSIVE.

<b>DPP Solicitation Number:</b>	<b>DPP Solicitation Title:</b>
<b>Bidder's Name and Address:</b>	

**INSTRUCTIONS:** PLEASE CHECK ONE OF THE BELOW LISTED BOXES:

☐ If awarded this contract, I will engage subcontractors to provide certain goods and/or services.

ALL BIDDERS THAT INTEND TO ENGAGE SUBCONTRACTORS MUST ALSO SUBMIT A COMPLETED AND CERTIFIED ***SUBCONTRACTOR UTILIZATION PLAN*** WITH THEIR BID PROPOSALS.

☐ If awarded this contract, I do not intend to engage subcontractors to provide any goods and/or services.  
ALL BIDDERS THAT DO NOT INTEND TO ENGAGE SUBCONTRACTORS MUST ATTEST TO THE FOLLOWING CERTIFICATION:

I hereby certify that if the award is granted to my firm and if I determine at any time during the course of the contract to engage subcontractors to provide certain goods and/or services, I will submit the ***Subcontractor Utilization Plan (Plan)*** for approval to the Division of Purchase and Property in advance of any such engagement of subcontractors.

PRINCIPAL OF FIRM

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

## REQUIRED SUBMISSION

<b>STATE OF NEW JERSEY • DIVISION OF PURCHASE AND PROPERTY (DPP)</b> <b>SUBCONTRACTOR UTILIZATION PLAN</b> (REFERENCED IN THE SOLICITATION TERMS AND CONDITIONS)	<b>DPP Solicitation No.:</b>
<b>NOTE:</b> If utilizing subcontractors, failure to submit this properly completed form will be sufficient cause for rejection of the bid.	<b>DPP Solicitation Title:</b>
<b>Bidder's Name and Address:</b>	<b>• Bidder's Telephone No.:</b> _____  <b>• Bidder's Contact Person:</b> _____

**INSTRUCTIONS:** List all businesses you intend to use as subcontractors. This form may be duplicated for extended lists.

SUBCONTRACTOR'S NAME, ADDRESS, ZIP CODE TELEPHONE NUMBER AND VENDOR ID NUMBER	TYPE(S) OF GOODS OR SERVICES TO BE PROVIDED	ESTIMATED VALUE OF SUBCONTRACT(S)

<p>I hereby certify that this Subcontractor Utilization Plan (Plan) is being submitted in good faith. I certify that each subcontractor has been notified that it has been listed on this Plan and that each subcontractor has consented, in writing, to its name being submitted for this contract. Additionally, I certify that I shall notify each subcontractor listed on the Plan, in writing, if the award is granted to my firm, and I shall make all documentation available to the Division of Purchase and Property upon request.</p> <p>I further certify that all information contained in this Plan is true and correct and I acknowledge that the State will rely on the truth of the information in awarding the contract.</p> <p><b>PRINCIPAL OF FIRM:</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"><div style="width: 33%; text-align: center;">_____ (Signature)</div><div style="width: 33%; text-align: center;">_____ (Title)</div><div style="width: 33%; text-align: center;">_____ (Date)</div></div>		
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## **APPENDIX 1 NJ STATE STANDARD TERMS AND CONDITIONS**

### **STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS**

- I. Unless the bidder is specifically instructed otherwise in the Request for Proposal, the following terms and conditions will apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the Request for Proposal (RFP) and should be read in conjunction with same unless the RFP specifically indicates otherwise. If a bidder proposes changes or modifications or takes exception to any of the State's terms and conditions, the bidder must so state specifically in writing in the bid proposal. Any proposed change, modification or exception in the State's terms and conditions by a bidder will be a factor in the determination of an award of a contractor purchase agreement.
- II. All of the State's terms and conditions will become a part of any contract(s) or order(s) awarded as a result of the Request for Proposal, whether stated in part, in summary or by reference. In the event the bidder's terms and conditions conflict with the State's, the State's terms and conditions will prevail, unless the bidder is notified in writing of the State's acceptance of the bidder's terms and conditions.
- III. The statutes, laws or codes cited are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.
- IV. If awarded a contract or purchase agreement, the bidder's status shall be that of any independent principal and not as an employee of the State.

#### **1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS**

- 1.1 BUSINESS REGISTRATION** - All New Jersey and out of State Corporations must obtain a Business Registration Certificate (BRC) from the Department of the Treasury, Division of Revenue prior to conducting business in the State of New Jersey. Proof of valid business registration with the Division of Revenue, Department of the Treasury, State of New Jersey, should be submitted by the bidder and, if applicable, by every subcontractor of the bidder, with the bidder's bid. No contract will be awarded without proof of business registration with the Division of Revenue. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG. can be filed online at <http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>
- 1.2 ANTI-DISCRIMINATION** - All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A.10:5-1 et seq. and N.J.S.A.10:5-31 through 10:5-38, and all rules and regulations issued there under.
- 1.3 PREVAILING WAGE ACT** - The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.26 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.
- 1.4 AMERICANS WITH DISABILITIES ACT** - The contractor must comply with all provisions of the Americans With Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101 et seq.
- 1.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT** - The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.
- 1.6 OWNERSHIP DISCLOSURE** - Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

- 1.7 **COMPLIANCE - LAWS** - The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.
- 1.8 **COMPLIANCE - STATE LAWS** - It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.
- 1.9 **COMPLIANCE - CODES** - The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor will be responsible for securing and paying all necessary permits, where applicable.

## 2. **LIABILITIES**

- 2.1 **LIABILITY - COPYRIGHT** - The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of his contract.
- 2.2 **INDEMNIFICATION** - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.
- 2.3 **INSURANCE** - The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice to:

STATE OF NEW JERSEY  
Purchase Bureau - Bid Ref.#

The insurance to be provided by the contractor shall be as follows.

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
1. BROAD FORM COMPREHENSIVE GENERAL LIABILITY
  2. PRODUCTS/COMPLETED OPERATIONS
  3. PREMISES/OPERATIONS
- The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than
- \$100,000 BODILY INJURY, EACH OCCURRENCE  
\$100,000 DISEASE EACH EMPLOYEE  
\$500,000 DISEASE AGGREGATE LIMIT

## 3. **TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU**

**3.1 CONTRACT AMOUNT** - The estimated amount of the contract(s), when stated on the Advertised Request for Proposal form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of this Request for Proposal or any contract entered into as a result of this Request for Proposal.

**3.2 CONTRACT PERIOD AND EXTENSION OPTION** - If, in the opinion of the Director of the Division of Purchase and Property, it is in the best interest of the State to extend an contract entered into as a result of this Request for Proposal, the contractor will be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the contract. If the contractor agrees to the extension, all terms and conditions of the original contract, including price, will be applicable.

**3.3 BID AND PERFORMANCE SECURITY**

a. Bid Security - If bid security is required, such security must be submitted with the bid in the amount listed in the Request for Proposal, see N.J.A.C. 17: 12- 2.4. Acceptable forms of bid security are as follows:

1. A properly executed individual or annual bid bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.
2. The State will hold all bid security during the evaluation process. As soon as is practicable after the completion of the evaluation, the State will:
  - a. Issue an award notice for those offers accepted by the State;
  - b. Return all bond securities to those who have not been issued an award notice.

All bid security from contractors who have been issued an award notice shall be held until the successful execution of all required contractual documents and bonds (performance bond, insurance, etc. If the contractor fails to execute the required contractual documents and bonds within thirty (30) calendar days after receipt of award notice, the contractor may be found in default and the contract terminated by the State. In case of default, the State reserves all rights inclusive of, but not limited to, the right to purchase material and/or to complete the required work in accordance with the New Jersey Administrative Code and to recover any actual excess costs from the contractor. Collection against the bid security shall be one of the measures available toward the recovery of any excess costs.

b. Performance Security - If performance security is required, the successful bidder shall furnish performance security in such amount on any award of a term contractor line item purchase, see N.J.A.C. 17: 12- 2.5. Acceptable forms of performance security are as follows:

1. The contractor shall be required to furnish an irrevocable security in the amount listed in the Request for Proposal payable to the Treasurer, State of New Jersey, binding the contractor to provide faithful performance of the contract.
2. The performance security shall be in the form of a properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey, a certified or cashier's check drawn to the order of the Treasurer, State of New Jersey, or an irrevocable letter of credit drawn naming the Treasurer, State of New Jersey as beneficiary issued by a federally insured financial institution.

The Performance Security must be submitted to the State within 30 days of the effective date of the contract award and cover the period of the contract and any extensions thereof. Failure to submit performance security may result in cancellation of contract for cause pursuant to provision 3.5b,1, and nonpayment for work performed.

**3.4 VENDOR RIGHT TO PROTEST - INTENT TO AWARD** - Except in cases of emergency, bidders have the right to protest the Director's proposed award of the contract as announced in the Notice of Intent to Award, see N.J.A.C. 17:12-3.3. Unless otherwise stated, a bidder's protest must be submitted to the Director within 10 working days after receipt of written notification that his bid has not been accepted or



that an award of contract has been made. In the public interest, the Director may shorten this protest period, but shall provide at least 48 hours for bidders to respond to a proposed award. In cases of emergency, stated in the record, the Director may waive the appeal period. See N.J.A.C. 17: 12- 3 et seq.

### **3.5 TERMINATION OF CONTRACT**

#### **a. Change of Circumstances**

Where circumstances and/or the needs of the State significantly change, or the contract is otherwise deemed no longer to be in the public interest, the Director may terminate a contract entered into as a result of this Request for Proposal, upon no less than 30 days notice to the contractor with an opportunity to respond.

In the event of such termination, the contractor shall furnish to the using agency, free of charge, such reports as may be required,

#### **b. For cause:**

1. Where a contractor fails to perform or comply with a contract, and/or fails to comply with the complaints procedure in N.J.A.C. 17: 12-4.2 et seq., the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

2. Where a contractor continues to perform a contract poorly as demonstrated by formal complaints, late delivery, poor performance of service, short-shipping etc., so that the Director is repeatedly required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq. the Director may terminate the contract upon 10 days notice to the contractor with an opportunity to respond.

c. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond.

d. In the event of termination under this section, the contractor will be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

**3.6 COMPLAINTS** - Where a bidder has a history of performance problems as demonstrated by formal complaints and/or contract cancellations for cause pursuant to 3.5b a bidder may be bypassed for this award. See N.J.A.C. 17:12-2.8.

**3.7 EXTENSION OF CONTRACT QUASI-STATE AGENCIES** - It is understood and agreed that in addition to State Agencies, Quasi-State Agencies may also participate in this contract. Quasi-State Agencies are defined in N.J.S.A. 52:27B-56.1 as any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

**3.8 EXTENSION OF CONTRACTS TO POLITICAL SUBDIVISIONS, VOLUNTEER FIRE DEPARTMENTS AND FIRST AID SQUADS, AND INDEPENDENT INSTITUTIONS OF HIGHER EDUCATION - N.J.S.A. 52:25-16.1** permits counties, municipalities and school districts to participate in any term contract(s), that may be established as a result of this proposal.

N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in any term contract(s) that may be established as a result of this proposal.

N.J.S.A. 52:25-16.5 permits independent institutions of higher education to participate in any term contract(s) that may be established as a result of this proposal, provided that each purchase by the Independent Institution of higher education shall have a minimum cost of \$500.

In order for the State contract to be extended to counties, municipalities, school districts, volunteer fire departments, first aid squads and independent institutions of higher education the bidder must agree to the extension and so state in his bid. proposal. The extension to counties municipalities, school districts, volunteer fire departments, first aid squads and Independent Institutions of higher education must 'be under the same terms and conditions, including price, applicable to the State.

**3.9 EXTENSIONS OF CONTRACTS TO COUNTY COLLEGES - N.J.S.A. 18A:64A - 25. 9** permits any college to participate in any term contract(s) that may be established as a result of this proposal.

**3.10 EXTENSIONS OF CONTRACTS TO STATE COLLEGES - N.J.S.A. 18A:64- 60** permits any State College to participate in any term contract(s) that may be established as a result of this proposal.

**3.11 SUBCONTRACTING OR ASSIGNMENT** - The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

In the event the bidder proposes to subcontract for the services to be performed under the terms of the contract award, he shall state so in his bid and attach for approval a list of said subcontractors and an Itemization of the products and/or services to be supplied by them.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

**3.12 MERGERS, ACQUISITIONS** - If, subsequent to the award of any contract resulting from this Request for Proposal, the contractor shall merge with or be acquired by another firm, the following documents must be submitted to the Director, Division of Purchase & Property.

- a. Corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices.
- b. State of New Jersey Bidders Application reflecting all updated information including ownership disclosure, pursuant to provision 1.5.
- c. Vendor Federal Employer Identification Number.

The documents must be submitted within thirty (30) days of completion of the merger or acquisition. Failure to do so may result in termination of contract pursuant to provision 3.5b.

If subsequent to the award of any contract resulting from this Request for Proposal, the contractor's partnership or corporation shall dissolve, the Director, Division of Purchase & Property must be so notified. All responsible parties of the dissolved partnership or corporation must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment should be made until all parties to the dissolved partnership or corporation submit the required documents to the Director.

**3.13 PERFORMANCE GUARANTEE OF BIDDER** - The bidder hereby certifies that:

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request For Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.

g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

- 3.14 DELIVERY GUARANTEES** - Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the Request for Proposal.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the Request for Proposal.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the Request for Proposal, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

- 3.15 DIRECTOR'S RIGHT OF FINAL BID ACCEPTANCE** - The Director reserves the right to reject any or all bids, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or contracts to the vendor or vendors best meeting all specifications and conditions in accordance with N.J.S.A. 52:34-12. Tie bids will be awarded by the Director in accordance with N.J.A.C.17:12-2.1D.

- 3.16 BID ACCEPTANCES AND REJECTIONS** - The provisions of N.J.A.C. 17:12-2.9, relating to the Director's right, to waive minor elements of non-compliance with bid specifications and N.J.A.C. 17: 12-2.2 which defines causes for automatic bid rejection, apply to all proposals and bids.

- 3.17 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES** - The State reserves the right to inspect the bidder's establishment before making an award, for the purposes of ascertaining whether the bidder has the necessary facilities for performing the contract.

The State may also consult with clients of the bidder during the evaluation of bids. Such consultation is intended to assist the State in making a contract award which is most advantageous to the State.

- 3.18 STATE'S RIGHT TO REQUEST FURTHER INFORMATION** - The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the, bidder s financial capabilities to perform the contract. Further, the Director reserves the right to request a bidder to explain, in detail, how the bid price was determined.

- 3.19 MAINTENANCE OF RECORDS** - The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the, State upon request for purposes of conducting an audit or for ascertaining information regarding dollar volume or number of transactions.

#### **4. TERMS RELATING TO PRICE QUOTATION**

- 4.1 PRICE FLUCTUATION DURING CONTRACT** - Unless otherwise noted by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director of Purchase and Property must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions will result in cancellation of contract for cause, pursuant to provision 3.5b.1.

- 4.2 DELIVERY COSTS** - Unless otherwise noted in the Request for Proposal, all prices for items in bid proposals are to be submitted F.O.B. Destination. Proposals submitted other than F.O.B. Destination may not be considered. Regardless of the method of quoting shipments, the contractor shall assume all

costs, liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

**4.3 C.O.D. TERMS** - C.O.D. terms are not acceptable as part of a bid proposal and will be cause for rejection of a bid.

**4.4 TAX CHARGES** - The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

**4.5 PAYMENT TO VENDORS** - Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State bill form in duplicate together with the original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery. Responsibility for payment rests with the using agency which will ascertain that the contractor has performed in a proper and satisfactory manner in accordance with the terms and conditions of the award. Payment will not be made until the using agency has approved payment.

For every contract the term of which spans more than one fiscal year, the State's obligation to make payment beyond the current fiscal year is contingent upon legislative appropriation and availability of funds.

The State of New Jersey now offers State contractors the opportunity to be paid through the VISA procurement card (p-card). A contractor's acceptance and a State Agency's use of the p-card, however, is optional. P-card transactions do not require the submission of either a contractor invoice or a State payment voucher. Purchasing transactions utilizing the p-card will usually result in payment to a contractor in three days. A Contractor should take note that there will be a transaction processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the VISA card. For more information, call your bank or any merchant services company.

**4.6 NEW JERSEY PROMPT PAYMENT ACT** - The New Jersey Prompt Payment Act N.J.S.A. 52:32-32 et seq. requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the state prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest will not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

**4.7 RECIPROCITY** - In accordance with N.J.S.A. 52:32-1.4 and N.J.A.C. 17: 12- 2. 13, the State of New Jersey will invoke reciprocal action against an out-of-State bidder whose state or locality maintains a preference practice for their bidders.

**5. CASH DISCOUNTS** - Bidders are encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the lowest bid.

- a. Discount periods shall be calculated starting from the next business day after the recipient has accepted the goods or services received a properly signed and executed State Payment Voucher form and, when required, a properly executed performance security, whichever is latest.
- b. The date on the check issued by the State in payment of that Voucher shall be deemed the date of the State's response to that Voucher.

6. **STANDARDS PROHIBITING CONFLICTS OF INTEREST** - The following prohibitions on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).
- a. No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g.
  - b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.
  - c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52: 130-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.
  - d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
  - e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.
  - f. The provisions cited above in paragraph 6a through 6e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.

## **APPENDIX 2 - SET-OFF FOR STATE TAX NOTICE**

### **NOTICE TO ALL BIDDERS** **SET-OFF FOR STATE TAX NOTICE**

Please be advised that, pursuant to P.L. 1995, c. 159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

PRICE SHEET		TERM CONTRACT - ADVERTISED BID PROPOSAL			
DEPT OF TREASURY PURCHASE BUREAU STATE OF NEW JERSEY 33 WEST STATE ST 8TH FL PO BOX 230 TRENTON NJ 08625-023		NUMBER : 03-X-35086 OPEN DATE : T0125 TIME : T-NUMBER : BIDDER :			PAGE
LINE NO	COMMODITY-SERVICE DESCRIPTION	QUANTITY	UNIT	PRICE	
00001	COMMODITY CODE: 837-80-040506 SCHEDULE A  TOWER RELAMPING TOWER TOP AMPLIFIER REPLACEMENT SERVICE INSPECTIONS	1	LOT	_____	_____
00002	COMMODITY CODE: 837-80-040507 SCHEDULE B  ANTENNA REPLACEMENT	1	LOT	_____	_____
00003	COMMODITY CODE: 837-80-040508 SCHEDULE C  CREW RATES MISCELLANEOUS	1	LOT	_____	_____
00004	COMMODITY CODE: 837-80-040509 SCHEDULE D  BROADCAST TELEVISION TOWER TOWER RELAMPING TOWER TOP AMPLIFIER REPLACEMENT SERVICE INSPECTIONS	1	LOT	_____	_____
00005	COMMODITY CODE: 837-80-040510 SCHEDULE E  BROADCAST TELEVISION ANTENNA ANTENNA REPLACEMENT	1	LOT	_____	_____
00006	COMMODITY CODE: 837-80-041157 SCHEDULE F  BROADCAST TELEVISION TOWER CREW RATES MISCELLANEOUS	1	LOT	_____	_____